

Oak Hammock Preserve Community Owners Association

The following items are required before submitting your package for processing review. Once the package is submitted there will be no refunds for incomplete information provided and it will be processed DENIED after 30 days.

- 1. Property Owner/Property Agent Lease application form filled out completely
- Copy of the lease (may be a "draft" without signatures / request original if approved)
 ONLY 1 YEAR LEASE TERMS WILL BE APPROVED
- 3. Addendum to Lease application form.
- 4. Completed Homeowners Information Form.
- 5. Non-refundable \$75.00 application fee for each adult over the age of 18 years.
- 6. Renewal fee is \$75.00 for each adult over the age of 18 years.
- 7. Copy of Verifiable Criminal Background Check for each tenant over the age of 18 years. This is mandatory.
- 8. Copy of valid government issued ID with a photo for each adult over the age of 18 years and current vehicle registrations for every vehicle.
- 9. Copy of PM agreement between the unit owner and PM firm.
- 10. HOA account balances should have a zero \$0.00 balance in order to process and approve lease application

Please allow up to 30 business days for the Association to respond and a letter will be sent to the party requesting the lease. There is an expedite fee of \$100.00 for a response within 72 hours.

Please email the completed packet with all the information to rentals@oakhammockhoa.com.

LEASE ADDENDUM APPLICATION FOR OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC.,

("Association")

IMPORTANT: Each co-resident/co-applicant must submit separate Lease Application.

1. **OWNER INFORMATION:** [Owner(s) must complete this section of the Application]

Last Name First Name F			Р	Property Address in Oak Hammock Preserve							
Home Address City, State, Zip			M	Mailing Address (if different)				City, State, Scottsda	Zip Ie, AZ 85261		
Email Address				Н	lome	or Cell #					
Representative	e/Property Man	ager [if p	roperty is be	eing mana	aged	d by third party]:					
Property Mgr. Last Name					Property Mgr. First Name			Company Name			
Company Address					City	y, State, Zip Code State	e, Zip				
Email Address			Phone #					Property Mana /esNo	agement Contract Provided		
2. GENER Name of Applica	AL INFORMA int: Please be su		ude the follov	wing:							
Last Name		First Name						I Security # _ of Birth/_			
Driver's License No. State Home			Home #	# Cell #							
Email Address				<u> </u>		Work #					
Are you a US citize	en?YesNo If	No, please	provide proof t	hat you are	lawf	fully residing in the USA	١.				
Present Address						City			State		Zip
	Date Owner/Mgr. or Landlord's Na			ndlord's Nar	Name Owner/Mgr. or Landlord'		dlord's Phone #				
Reason for Moving	J										
Previous Address						City			State		Zip
	Date Out	Ow	Owner/Mgr. or Landlord's Nam						Owner	r/Mgr. or Lan	dlord's Phone #
Reason for Moving	}										

Applicant's Initials

imployment(s):							
Name of Company / Emplo	yer			Address			
Phone #				Name of	Supervisor		
Automobile Information							
Card:	State:	Mal	ke:		Model:		Year:
Card:							Year:
Card:							
Card:	State:	Mal	ke:		Model:		Year:
Pet(s) Information: List all pets to be kept or Type & Breed Nam		Weight	Age G	Gender	Neutered? X□ yes □ no	Aggressive? ☐ yes ☐Xno	Rabies Shots Current X□ yes □ no
					x □ yes □ no	X □ yes □ no	x □ yes □ no
					☐ yes ☐ no	☐ yes ☐ no	☐ yes ☐ no
Additional Appl	icant Inforr	 nation:					
If you are in the military,			ting your stay to o	one year or	less? Yes ()	No (_ X_)	
Have you ever been arre							
		inet any casi-	ant? Vec (No (X			
Are there any criminal m	atters pending aga	mist arry occupa	ant: 165 ()	140 ()			

3. TENANT MUST COMPLETE AND COMPLY WITH THE FOLLOWING:

Property address: ____

CONTRACT TO LEASE: I (WE) hereby make application for occupancy for the following rental unit and under the following terms:

Term of Lease: [Term of lease may not be for a term of Shall befor 12 Months, beginning	of less than twelve (12) consecutive months]: ending the last day	20
Lease Transaction: A copy of the Lease MUST be at	tached to this Application.	
	ve review of the Applicant's background will be cond and/or criminal report to be generated for occupancy.	lucted by the Association and/or its officers,
	Application made payable to OAK HAMMOCK PRESER in the review of this Application, including a criminal backeral states. We will need to collect the overage.	
her intention to lease, a fully completed and executed	cupancy, the following documents must be submitted to copy of this standard lease approval Application, such and a copy of the proposed lease signed by the proposed to this Application.	other information concerning the intended
The application is for qualification purposes only and o	does not in any way guarantee the applicant that I (we)	will be offered the property.
Interview: The Board of Directors has the right to require to Board approval is prohibited.	uire a personal interview with any applicant prior to fina	l Board of Directors approval. Occupancy
Acknowledgment:		
I/We, the Tenant(s) of the Home located at (Property at the receipt of the following items from the current	address) _ Owner(s) <i>[Please insert your initials on the blank lin</i>	hereby acknowledge
Amended and Restated Declarat Amended and Restated By-Laws Amended and Restated Articles		
Oak Hammock Preserve COA, Amended and Restat	of the terms and conditions set forth in the Associated By-laws, Amended and Restated Articles of Incorpall damages caused by me/us or my/our guests to ur actions.	poration, and Amended ("Governing Documents"),
information to the Association, its officers, directors, employment. Further, the Association, its officers, attorney, may disclose any of the information set for police department(s), employer(s) and reference(s) of this Application. I/We agree to release, indemnify a committee, management company, and attorney, from	erence(s) which are listed in Sections 1 and 2 of the presentative, any and all information requested confiderations, employees, agents, members of the screenth in this Application and any attachments thereto to third parties, such third parties to include but not and hold harmless the Association, its officers, directors of any and all claims for losses or damages that may on third parties, such third parties to include but not be	concerning my/our banking, credit, residence and ening committee, management company, and/or or any information obtained from the landlord(s), be limited to the Owner(s) set forth in Section 1 s, employees, agents, members of the screening ay result from or are in any way connected with
comprising the Lease Application Package are not so other fines and violations for his/her Home pursuan of the applicant, indicates that the person seeking Governing Documents; (4) the approval of the prop- particularly described in Section 3 of this Application or the Application or any other of history, credit worthiness and personal/business re-	e absolute right to reject this Lease Application for submitted to the Association; (2) the Owner(s) is/are not to the Association's Governing Documents; (3) this ing approval intends to conduct himself/herself in posed lease would violate any provision of the Association; (5) I/we or the Owner(s) reflected in Section documents or information requested by the Board; (6) ferences is obtained; or (7) a criminal background of the proposed occupants have been convicted of a felicating dishonesty or moral turpitude.	delinquent in Assessments and/or Club dues or sections. Lease Application, on its face, or the conduct a manner inconsistent with the Association's ciation's Governing Documents, which are more on 1 of this Application make(s) any material 6) negative information pertaining to prior rental check on the Tenant(s) [which report cannot be
Applicant's Signature		Date

OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC. ADDENDUM TO LEASE

, 20 THIS ADDENDUM made on this day of is attached to and forms an integral part of for a term commencing on the lease to which it is attached, dated and expiring hereinafter referred to as the hereinafter by and between ease referred to as Owner or lessor hereinafter referred to as lessee for ot of Block of Oak Hammock Preserve Phase Subdivision/ Plat, in the community Oak Hammock Preserve to as the known as hereinafter referred Community . In the event this Addendum conflicts with, varies or modifies the term $_{7}s_{28}/a_{2}n_{0}d_{22}$ provisions of such ease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH

WHEREAS, lessor is the Owner of the Unit, and wishes to lease such Home to lessee and

WHEREAS, OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC. the Association . pursuant to Resolution dated April 27, 2021 of the Association s Declaration of OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC., the Declaration , has the right to approve leases of single family homes with Oak Hammock Preserve COA the Community and in connection therewith the Association is requiring that this Addendum to ease form be executed by lessor and lessee.

NOW, THERE ORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
- 3. Lessee shall abide by and comply with the provisions of the Declaration, Amended and Restated By-Laws, Amended and Restated Articles of Incorporation, (hereinafter collectively referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the HOA including. But not limited to Chapter 720, Florida Statutes, (the "Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges the review of same.
- 4. In the event Lessor is delinquent in the payment of any Assessments, including Quarterly Assessments, Special Assessments, Use Fees or Individual Assessments due to the Association, the rent for the single family home shall be applied by the Lessee to payment of any delinquent Assessment or installment thereof due to the Association respectively, before payment of the balance, if any, of such rent to the Lessor. If any such Assessments and installments are not paid within fifteen (15) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the community address. Within ten (10) days of receipt of such notice. Lessee shall pay to the Association the amount of such delinquent assessment dues including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the

Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

- 5. In the event the Lessee fails to pay delinquent Assessments Dues and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent Assessments Dues in accordance with the Governing Documents and the Act, including but not limited to, the filing of a claim of lien, foreclosure, and personal money actions.
- 6. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, pre-trial and at all levels of proceedings, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.
- 7. Prior to occupancy of the single family home, Lessee may be required to place in escrow with the Association a security deposit in an amount to be established by the Board from time to time. The security deposit shall not exceed the equivalent of one (1) month's rent. The security deposit may be used by the Association to repair any damages to the Common Areas resulting from acts or omissions of Lessees, their guests and invitees (as determined in the sole discretion of the Board). The Lessor will be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which is required by the Association to effectuate such repairs or to pay any claim for injury or damage to property caused by the Lessee.
- 8. Lessee shall not be entitled to occupy the single family home prior to receipt of written approval from the Association as specified in Resolution dated April 27, 2021 of the Declaration. In the event the Lessee should occupy the single family home prior to receipt of written approval, Lessee's application to lease the Home shall be deemed automatically withdrawn.

9.	The single family home shall be possessed, single family residential dwelling and for no only occupants of the single family home w	other purpose.	Lessee warrants and represents that the

- 10. The Lessee shall not assign the Lease, nor sublet or permit the single family homes or any part thereof to be used by others without the prior written approval of the Association.
- 11. The Lessee agrees not to keep anything in the single family home which will increase the insurance rates of the Association or interfere with the rights of other residents of the Community by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the HOA, or on the Common Areas.
- 12. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
- 13. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Areas except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Community, and the single family home as of the expiration date of the term of the Lease.
- 14. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
- 15. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
- 16. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: {i} be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder}; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association}, or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

Signed, sealed and delivered in the present	ce of:	OWNER(S)/LESSOR(S):
	-	
	-	LESSEE(S):
	-	
Receipt of this Lease Addendum is acknow OWNERS ASSOCIATION, INC., thisday		
OAK HAMMOCK PRESERVE COMMUNITY O	WNERS ASSOCIA	TION, INC.
Ву:		
Title		

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above

written.



Oak Hammock Preserve Community Owners Association

PROPERTY OWNER	INFORMATION				
Name:					
Property Address:					
City:		State:		Zip Code:	
Own:	Rental Property:	Lease :	(ple	ase circle one)	
Mailing Address:					
City:		State:		Zip Code:	
CONTACT INFORMA	ATION				
Primary Phone:					
Secondary Phone (d	optional):				
Primary E-Mail (Cor	nsenting To Receive A	II HOA Notices):			
E-Mail 2 (optional):					
COMMUNITY ACCE	SS KEY (POOL & PLA	YGROUND)			
Pool Key Number:	A-		One k	Key Per Property Lot Owner C	nly
Lost Key Replaceme	ent Fee: \$100.00				
ADDITIONAL HOUS	SEHOLD INFORMATIO	N			
Number of Occupa	nts:				
Pets (Indicate Type	and Number):				
PROPERTY OWNER	TENANT VEHICLE IN	IFORMATION (PROO	F OF REGISTRATI	ON REQUIRED)	
Make/Model:		Color:	Plate #:	Exp Date:	
Make/Model:		Color:	Plate #:	Exp Date:	
Make/Model:		Color:	Plate #:	Exp Date:	
Make/Model:		Color:	Plate #:	Exp Date:	
Make/Model:		Color:	Plate #:	Exp Date:	
Copies of Proof of I	Registration for All Ve	ehicles Attached (Circ	cle One): YE	S / NO	
LEASE INFORMATION	ON (PROPERTIES MAI	NAGED BY REALTOR (OR THIRD PARTIE	S)	
Manager/Managen	nent Company:				
Primary Contact:		E-Mail:			
Address:					
City:		State:		Zip Code:	
Primary Phone:		Secondary	y Phone:		
Primary E-Mail(Con	senting To Receive Al	l HOA Notices):			
Primary Tenant Nar	ne(s):				
Attach Copy of Aut	horization to Lease P	roperty & Attach Co	py of Current Ter	nant Lease/Rental Agreement	t
SIGNATURE (Signin	g below attests and o	consents all above in	formation is cor	rect)	
Signature:				Date:	

Crime Free Lease Addendum

ALL OCCUPANTS(S) 18 YEARS OF AGE AND OVER MUST COMPLETE THIS FORM -NO EXCEPTIONS.

In consideration for the execution or renewal of a lease of the dwelling unit/property identified in the lease, Manager or Owner and Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises agree as follows:

- 1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in chapter 893 of the Florida Statues [F.S.S. 893]).
- 2. Shall not engage in any act intended to facilitate criminal activity.
- 3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
- 4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in F.S.S. 893, at any locations, whether on or near the dwelling, unit or premises.
- 5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in F.S.S. 794, criminal street gang activity as defined in F.S.S. 874.03, threatening or intimidating as prohibited in F.S.S 784.04, assault as prohibited in F.S.S 784, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in F.S.S 806.13.
- 6. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
- 7. Resident agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.
- 8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Property Addre	ess:		
Resident Printed Name	Resident Signature	Date	

RESOLUTION OF THE BOARD OF DIRECTORS OF_ OAK HAMMOCK PRESERVE COMMUNITY ASSOCIATION. INC.

The undersigned, being the President of **OAK HAMMOCK PRESERVE COMMUNITY ASSOCIATION, INC.,** a Florida non-profit corporation ("Association"), 1 reby ;;;tates that, after a duly noticed meeting of the Board of Directors on 2021, at which a quorum of the Board of Directors was present, no less the na majority of the Association's Board of Directors; duly and properly adopted the following Resolution:

WHEREAS, pursuant to Article VI, Section 32 of the Declaration of Covenants and Restrictions for Oak Hammock Preserve ("Declaration'), states that the Board of Directors may from time to time, adopt rules and regulations relating to any one of all of the restrictive covenants contained in the Declaration that impact the use of Lots within the community; and

WHEREAS, pursuant to Article VI, Section 34 of the Declaration states that Lot Owners are required to notify the Board of Directors of their lease and provide such further information regarding any lease as may reasonably be required by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that:

- 1. The above-mentioned Recitals are hereby incorporated and made a part of this Resolution as if more fully set forth herein.
- 2. Unless otherwise expressly set forth in this Resolution, capitalized terms appearing in this Resolution shall have the meanings ascribed to those terms by the Declaration.
 - 3. The Board hereby adopts the Rental Criteria attached hereto as **Exhibit "A".**IN WITNESS WHEREOF, I have affixed my name this J.7tifiav of

Signed: _______ as President of ______

2021.

Oak Hammock Reserve Homeowners Association, Inc.

Oak Hammock Reserve Homeowners Association, Inc.

Rental Criteria

OAK HAMMOCK RESERVE HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION") CONDUCTS BUSINESS IN ACCORDANCE WITH THE FEDERAL AND STATE FAIR HOUSING ACTS AND DOES NOT DISCRIMINATE BASED ON RACE, CREED, COLOR, RELIGION, AGE, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN OR ANY OTHER PROTECTED CLASS. THE ASSOCIATION AND ITS BOARD, AGENTS OR EMPLOYEES, SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR THE APPROVING OR DISAPPROVING OF ANY PERSON PURSUANT TO THESE INSTRUCTIONS AND CRITERIA OR ITS GOVERNING DOCUMENTS OR FOR THE METHOD OR MANNER OF CONDUCTING THE INVESTIGATION.

The definitions of the capitalized terms in this Criteria, unless otherwise defined herein, shall have the same meaning as those set forth in the Declaration, By-Laws, Articles of Incorporation and any Rules promulgated by the Association (collectively the "Governing Documents")

This Rental Criteria sets forth the criteria by which the Association's Board of Directors (hereafter "Board") reviews, considers and issues an approval or disapproval of the leasing application and the lease.

All prospective tenants agree to be subject to a criminal background check. Such criminal background check may be conducted by the Association or, the Association may require the Owner to perform the criminal background check itself. In the event the Association performs the criminal background check, the cost shall be attributable to the Owner.

A copy of the proposed lease must be submitted to the Association at least twenty (20) days prior to the tenant taking occupancy of the Lot.

When a Lot is leased the Owner is deemed to have assigned all ability to use the Association's Common Areas and amenities to the tenant. However, nothing contained herein shall be construed to prevent the Owner from having the ability to access his or her Lot.

A person occupying a Lot more than one (1) month without the Owner or a member of his family being present shall be deemed a tenant (regardless of whether a lease exists or rent is paid).

Any completed application shall be denied if the background check(s) performed on the prospective tenant(s) named in the application or on any submitted lease discloses any of the following:

Criminal Background

All applications must be accompanied by a criminal background check which contains at least seven (7) years of criminal background history and a photo identification of all individuals at least eighteen (18) years of age or older. The application be shall be denied if the background check(s)

on the prospective tenant(s) named in the application or on any submitted lease discloses any of the following:

- Any of the prospective tenants had a conviction in the last seven (7) years for a felony involving or pertaining to theft, violence, rape, illegal drugs and/or abuse of children, persons or animals in the State of Florida.
- Any of the prospective tenants had a conviction for a felony involving or pertaining to theft, violence, rape, illegal drugs and/or abuse of other children, persons or animals in any other State, District or Territorial Court of the United States or has been convicted of any offense in another jurisdiction which would be considered a felony if convicted in the State of Florida in the last seven (7) years
- Any of the prospective tenants have any type of designation or maintain a status of a sex offender in the State of Florida, or any other state, district or territory.
- In addition to those specifically set forth herein, if, in the last seven (7) years, any of the prospective tenants had a conviction for any type of crime, that is/are not a felony or felonies, relating or pertaining to illegal gambling, engaging in prostitution, manufacture or distribution of illegal drugs or controlled substances, explosive devices, firearms or pornography.

If a criminal background check discloses "Adjudication Withheld" or "Deferred Adjudication" conviction status for any crime it shall be treated as a conviction for the purposes of the review.

Financial Issues

• Any completed application for a Lot and/or Owner that is delinquent in the payment of any assessments or other monetary obligations to the Association shall be denied.

Proposed Lease

- In no event shall a Unit be leased more than three (3) times within a calendar year, regardless the lease term.
- No Lot may be leased for less than seven (7) calendar months except in the case of a shorter rental by or lease to a proposed purchased as an incident to a bona fide purchase and sale agreement pending closing thereunder.
- Every lease shall provide (or, if it does not, shall be automatically deemed to provide that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after

the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person.

• No lease shall permit a Unit to be used in any manner that conflicts with the Association's Governing Documents.

Other

- Falsification and/or misrepresentation of any information on rental completed application including, not limited to, failure to disclose eviction or criminal records shall be grounds for denial.
- The application discloses any non-conformity with the Governing Documents and/or Florida law shall be ground for denial.

NOTES:

- If any of the prospective tenants do not meet approval criteria, the completed application and proposed lease or rental agreement will be denied.
- The Association reserves all rights and remedies available to it under its Governing Documents and/or Florida law with respect to lease or rental agreement, tenants, Owners, and/or applicants for non-compliance herewith or hereafter, whether or not it has approved an application.
 - No Unit Owner shall be permitted to allow a tenant to remain in any Lot if such tenant's(s') lease or rental agreement and/or the tenant(s) is/are not approved in accordance with the Governing Documents and/or this Criteria.
 - Nothing in this Criteria shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law or the Governing Documents. All such rights and remedies are cumulative.

OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION. INC.

SUPPLEMENT TO ARCHITECTURAL REVIEW COMMITTEE STANDARDS AND GUIDELINES

ADDITIONAL MAINTENANCE STANDARDS AND GUIDELINES FOR LAWNS, LANDSCAPING, TREES AND COMMERCIAL VEHICLES

The following SUPPLEMENT TO ARCHITECTURAL REVIEW COMMITTEE AND GUIDELINES, ADDITIONAL MAINTENANCE STANDARDS **STANDARDS** ("Additional Standards") have been adopted by the Board of Directors ("Board") for OAK HA OJ::K PRES VE COMMUNITY OWNERS ASSOCIATION .. INC. ("Association") on day of <u>t1:&tbe/W</u> 19. These Additional Standards are intended to replace that certain Supplement to Architectural Review Committee ("ARC") Standards and Guidelines recorded on March 25, 2019, at Official Records Book 5496, Page 1807, of the Public Records of Osceola County, Florida, and are intended supplement and be used in connection with the Declaration of Covenants, Conditions and Restrictions for Oak Hammock Preserve, Bylaws of the Association and Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, including the Architectural Review Committee Standards and Guidelines dated April 23, 2008, ("Original Standards") as the same have been amended, restated and supplemented (collectively referred to as the "Governing Documents"). The definitions of the capitalized terms in these Additional Standards, unless otherwise defined herein, shall have the same meaning as those set forth in the Governing Documents.

ADDITIONAL MAINTENANCE STANDARDS

Each Owner and such Owner's family members, tenants, lessees, occupants, visitors, contractors, subcontractors, employees, agents, vendors, service providers, invitees, licensees, guests or other person acting on behalf of any of them, as the case may be (collectively referred to as a "Responsible Party" or "Responsible Parties"), shall keep and maintain such Owner's Lot, lawn and landscaping, trees, Dwelling Unit, and all other improvements located on such Owner's Lot, in good repair and in a neat and attractive condition at all times. Provided, however, no Owner may escape liability for a Responsible Parties' failure, refusal or neglect to comply with the Governing Documents, including these Additional Standards.

1) The community-wide standard means:

- a) The minimum, but not exclusive, standard for maintenance of the Lot, Dwelling Unit and any improvements on the Lot shall be consistent with the general appearance of the other Dwelling Units and Lots in the Property as a whole.
- b) The minimum, but not exclusive, standard for maintenance of landscaping shall be consistent with the general appearance of the other Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly pruned, trimmed and maintained).

- 2) Owners and Responsible Parties shall engage in any maintenance of the Lot, lawn and landscaping, trees, Dwelling Unit, and all other improvements located and improvements on the Lot necessary to satisfy the community-wide standard; however, Owners and Responsible Parties are encouraged to surpass the community-wide standard.
- 3) <u>Dwelling Unit and Improvement Maintenance.</u> Among any other actions necessary to comply with the Original Standards, Owners and Responsible Parties are responsible for the following in connection with the Dwelling Units and other improvements on their Lots:
 - a) Repair, restore and replace all missing, broken, cracking and/or deteriorating stucco, siding, bricks, stones or other materials on the exterior of the Dwelling Units and other improvements on the Lot;
 - Repair, restore and replace all m1ssmg, broken, inoperable and/or deteriorating doors, windows and related apertures, of any type of kind, in or on the Dwelling Units and other improvements;
 - c) Pressure wash, clean and otherwise remove all stains, mold, mildew or other discolorations appearing on the exterior of the Dwelling Units and other improvements, including, but not limited to, those appearing on the doors, walls, roof(s), soffits and fascia;
 - d) Paint and/or re-paint the Dwelling Units and other improvements on the Lot when needed (i.e. peeling paint, fading, spotting);
 - e) Repair, restore and replace all missing, broken and/or deteriorating roof(s), shingles or other components of the roof(s) and ensure that such roof(s) are consistent in appearance;
 - t) Repair, restore and replace all missing, broken, inoperable and/or deteriorating components of any the Dwelling Units and other improvements, including ancillary structures, on the Lot; and
 - g) Repair, restore and replace all missing, broken, inoperable and/or deteriorating mailboxes or similar improvements on the Lot.

<u>Note:</u> Nothing in this provision shall be construed to permit an Owner or Responsible Party to install, place or utilize any structure or material on his or her Lot and should only be construed as the maintenance obligations of Dwelling Units, improvements and structures approved by the ARC in accordance with the Original Standards.

- 4) <u>Lawn and Landscaping Maintenance.</u> Among any other actions necessary to comply with the Original Standards, Owners and Responsible Parties are responsible for the following in connection with the lawn and landscaping on their Lots:
 - a) Mowing, edging, trimming, weeding and performing all other forms of lawn maintenance on a regular basis so the lawn on the Lot persists in a well-maintained, green, healthy and

living condition;

- b) Pruning, trimming, clipping and performing all other forms of landscaping maintenance on a regular basis, so that the landscaping on the Lot persists in a well maintained, green, healthy and living condition;
- c) Maintaining the lawn on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any plain, dead or bare areas of the lawn;
- d) Maintaining the landscaping on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any dead landscaping;
- e) Sodding or re-sodding any dead or dying portions of the lawn to correct the appearance, accumulation and/or existence of any plain, dead or bare areas of the lawn;
- f) Maintaining the lawn and other portions of the Lot in such a manner as to avoid the appearance, accumulation and/or existence of noxious, uncultivated, or rank weeds, grasses, or undergrowth and remove the same as needed;
- g) Maintain the landscaping beds on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any type of leaves, sticks, seeds, acorns and plant debris, and of noxious, uncultivated, or rank weeds, grasses, or undergrowth and remove the same as needed;
- h) Treating the lawn and landscaping with fertilizer, pesticides and any other chemicals or similar treatments on a regular basis so that the lawn persists in a uniform, healthy, green and living condition, free of weeds and insects; and
- i) Watering the lawn and landscaping thereon as necessary, but in compliance with any prevailing codes, ordinances or water restrictions imposed by any governmental agency or body, to keep such lawn and landscaping in a green, healthy and living condition.

5) Tree Pruning and Trimm Ing Standards; Tree Removal.

- a) All tree maintenance, Pruning and Trimming shall be performed in accordance with the Governing Documents, these Additional Standards and Tree Pruning and Trimming Standards attached hereto and incorporated herein by reference as Exhibit "A".
- b) As trees gain appropriate maturity, so as to avoid interference with pedestrian or vehicular travel and to maintain visibility, trees with branches or limbs over or above any sidewalk, street or other pedestrian or vehicular right-of-way shall be maintained in the following manner:
 - i) Branches and limbs over or above any sidewalk or pedestrian right-of-way shall be pruned or trimmed to a minimum of seven (7) feet from the ground; and

- ii) Branches and limbs over or above any street or vehicular right-of-way shall be pruned or trimmed to a minimum of fourteen (14) feet from the ground.
- c) Excessive pruning or trimming of branches or limbs of trees, which substantially limits or reduces the shade provided by such trees is prohibited unless one of the following exceptions applies:
 - i) The branch or limb to be removed is dying/dead or is in poor health;
 - ii) The branch or limb to be removed has a disease which can be expected to be transmitted to other trees and to endanger their health; or
 - iii) The branch or limb to be removed constitutes a hazard to life or property, which cannot reasonably be mitigated without removing the branch or limb.
- d) No tree having a diameter of six inches (6") or more measured four feet (4') from the ground may be removed from any part of the Property, including Lots, without the prior written approval of the ARC.
- e) The ARC shall not approve the removal of any tree having a diameter of six inches (6") or more measured four feet (4') from the ground unless such tree falls into one of the following "Tree Removal Exceptions":
 - i) The tree to be removed is dying/dead or 1s m poor health so that its revival or restoration to a sound condition is not practical;
 - ii) The tree to be removed has a disease which can be expected to be transmitted to other trees and to endanger their health; or
 - iii) The tree to be removed constitutes a hazard to life or property, which cannot reasonably be mitigated without removing the tree.
- f) Any ARC Application submitted for the removal of a tree shall conform to the Governing Documents and this Supplement.
- g) In addition to the requirements sets forth in the Governing Documents, an ARC Application for the removal of a tree shall include the following:
 - i) documentation from a licensed or certified arborist or arborculturist specifying, identifying and supporting the removal of the tree under one of the Tree Removal Exceptions; and
 - ii) documentation from Osceola County, Florida, that the applicant is permitted or authorized to remove the tree or documentation indicating Osceola County, Florida, is not required to permit or authorize the removal of the tree.

- h) In the event an Owner or Responsible Party, prunes, trims, cuts, damages or otherwise mutilates a tree in a manner that leaves the tree dying/dead or in poor health so that its revival or restoration to a sound condition is not practical, the Owner and Responsible Party shall be deemed to have removed the tree.
- i) Any tree removed in violation of the Governing Documents and/or these Additional Standards will be required to be replaced, including under Article VI, Section 27, of the Declaration.
- 6) All clippings, branches, limbs, leaves, plant material, plant debris and waste resulting from any lawn, landscaping or tree maintenance performed shall be removed and properly disposed of at or around the time the lawn, landscaping or tree maintenance is perfonned.

COMMERCIAL VEHICLES

No commercial vehicle shall be parked on the Property except if such commercial vehicle is parked or stored entirely within and fully enclosed by a garage on a Lot or as otherwise pennitted **in** the Governing Documents.

A "commercial vehicle" shall mean and refer to (i) any vehicle registered as a commercial vehicle; (ii) any vehicle registered for a commercial purpose; (iii) any vehicle designed or primarily used for any commercial purpose or for transporting people, goods, or things for profit; (iv) any vehicle with one or more tool, ladder or work racks affixed to it in any way or visible work-related equipment, supplies or debris affixed or stored on or in the vehicle; (v) any vehicle with a rated payload capacity of over one (1) ton; or (vi) any vehicle displaying any commercial lettering or signage.

Pickup trucks with payload capacities of one (1) ton or less with covers or one low-profile cargo boxes used primarily for personal transportation and not otherwise meeting the definition of a commercial vehicle are not commercial vehicles. By way of example, and not limitation, a pickup truck with a ¾ ton payload capacity with a low-profile cargo box displaying signage would constitute a commercial vehicle and cannot be parked on the Property unless parked and fully enclosed in the garage of a home; however, if the signage on the vehicle is removed, the pickup truck would not be a commercial vehicle and may be parked on the Property like any other passenger car.

RESERVATION OF RIGHTS

Nothing in these Additional Standards shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law or the Governing Documents. All such rights and remedies are cumulative.

\.. II'/ WITI'IESS WHEREOF, we have hereunto set our hands and seals this $\underline{c:J/11.y}$ of $\underline{..Pctu../::tr}$, 2019.

WITNESSES:

By: Kai + In Marshall Kill Jali William Community Owners Association, Inc. By: Marshall Kill Jali William Community Owners Association, Inc.
STATE OF FLORIDA) COUNTY OF OSCEOLA)
//),WO N TO AND SUBSCRIBED before me thi day of &taj:6LC . 2019, by ti .cttSd!t.as President of Oak Hammock Preserve Community Owners Association, Inc., who is P.ersonal ly known to me or who produced, as identification, and who did take an oath.
CLAUDETTE MALDONADO MY COMMISSION # GG 146529 EXPIRES: October 6, 2021 Bonded Thru Notary Public Underwriters Notary Public My Commission Expires Cofober 6, 2021
WITNESSES: Kathy Mouhall Jan Mussy By: Kaitly Marshalla2:-t:= 2000 as Secretary of Oak
Haimmock Preserve Community Owners Association, Inc.
STATE OF FLORIDA) COUNTY OF OSCEOLA) /Jd- 1
J . SWORN TO AND SUBSCRIBED before me thist? day of <u>Lkc.eu.ber.</u> 2019, by <u>Lf)ul.S /r7as</u> Secretary of Oak Hammock Preserve Community Owners Association, Inc., who is <u>personally known to me</u> or who produced,as identification, and <u>whooid take</u> an oath.
CLAUDETTE MALDONADO CLAUDETTE MALDONADO Notary Public Notary Public My Commission Expire. Claudette M4LDONADO Notary Public My Commission Expire.

OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC.

SUPPLEMENT TO ARCHITECTURAL REVIEW COMMITTEE STANDARDS AND GUIDELINES

ADDITIONAL MAINTENANCE STANDARDS COMMERCIAL VEHICLES

The following SUPPLEMENT TO ARCHITECTURAL REVIEW **COMMITTEE** STANDARDS AND GUIDELINES. ADDITIONAL MAINTENANCE **STANDARDS** ("Additional Standards") have been adopted by the Board of Directors ("Board") for OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC. ("Association") on <u>i.rt, uir-</u> 2019. These Additional Standards is intended to supplement and the C(X) day of used in connection with th" Declaration of Covenants, Conditions and Restrictions for Oak Hammock Preserve, Bylaws of the Association and Articles of Incorporation of the Association and all Rules and Regulations adopted by the Association, including the Architectural Review Committee Standards and Guidelines dated April 23, 2008, as the same have been amended, restated and supplemented (collectively referred to as the "Governing Documents"). The definitions of the capitalized terms in these Additional Standards, unless otherwise defined herein, shall have the same meaning as those set forth in the Governing Documents.

ADDITIONAL MAINTENANCE STANDARDS

Each Owner and such Owner's family members, tenants, lessees, occupants, visitors, contractors, subcontractors, employees, invitees, licensees, and guests, as the case may be, shall keep and maintain that Owner's Lot, Dwelling Unit, lawn and landscaping and all other improvements located on that Owner's Lot, in good repair and in a neat and attractive condition at all times.

- 1) The community-wide standard means:
 - a) The minimum, but not exclusive, standard for maintenance of the Lot, Dwelling Unit and any improvements on the Lot shall be consistent with the general appearance of the other Dwelling Units and Lots in the Property as a whole.
 - b) The minimum, but not exclusive, standard for maintenance of landscaping shall be consistent with the general appearance of the other Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).
- 2) Owners shall engage in any maintenance of the Lot, Dwelling Unit and the lawn, landscaping and improvements on the Lot necessary to satisfy the community-wide standard; however, Owners are encouraged to surpass the community-wide standard.
- 3) The guidelines, criteria and standards set forth in these Additional Standards are intended to supplement and be read in addition to the other provisions of the Architectural Review Committee Standards and Guidelines dated April 23, 2008 ("Original Standards").

- 4) <u>Dwelling Unit and Improvement Maintenance.</u> Among any other actions necessary to comply with the Original Standards, Owners are responsible for the following in connection with the Dwelling Units and other improvements on their Lots:
 - a) Repair, restore and replace all missing, broken, cracking and/or deteriorating stucco, siding, bricks, stones or other materials on the exterior of the Dwelling Units and other improvements on the Lot;
 - b) Repair, restore and replace all missing, broken, inoperable and/or deteriorating doors, windows and related apertures, of any type of kind, in or on the Dwelling Units and other improvements;
 - c) Pressure wash, clean and otherwise remove all stains, mold, mildew or other discolorations appearing on the exterior of the Dwelling Units and other improvements, including, but not limited to, those appearing on the doors, walls, roof(s), soffits and fascia;
 - d) Paint and/or re-paint the Dwelling Units and other improvements on the Lot when needed (i.e. peeling paint, fading, spotting);
 - e) Repair, restore and replace all missing, broken and/or deteriorating roof(s), shingles or other components of the roof(s) and ensure that such roof(s) are consistent in appearance;
 - t) Repair, restore and replace all missing, broken, inoperable and/or deteriorating components of any the Dwelling Units and other improvements, including ancillary structures, on the Lot; and
 - g) Repair, restore and replace all missing, broken, inoperable and/or deteriorating mailboxes or similar improvements on the Lot.

<u>Note:</u> Nothing in this provision shall be construed to permit an Owner to install, place or utilize any structure or material on his or her Lot and should only be construed as the maintenance obligations of Dwelling Units, improvements and structures approved by the ARC in accordance with the Original Standards.

- 5) <u>Lawn and Landscaping Maintenance.</u> Among any other actions necessary to comply with the Original Standards, Owners are responsible for the following in connection with the lawn and landscaping on their Lots:
 - a) Mowing, edging, trimming, weeding and performing all other forms of lawn maintenance on a regular basis so the lawn on the Lot persists in a well-maintained, green, healthy and living condition;
 - b) Trimming, clipping and performing all other forms of landscaping maintenance on a regular basis, so that the landscaping on the Lot persists in a well maintained, green,

healthy and living condition;

- c) Maintaining the lawn on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any plain, dead or bare areas of the lawn;
- d) Maintaining the landscaping on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any dead landscaping;
- e) Sodding or re-sodding any dead or dying portions of the lawn to correct the appearance, accumulation and/or existence of any plain, dead or bare areas of the lawn;
- f) Maintaining the lawn and other portions of the Lot in such a manner as to avoid the appearance, accumulation and/or existence of noxious, uncultivated, or rank weeds, grasses, or undergrowth and remove the same as needed;
- g) Maintain the landscaping beds on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any type of leaves, sticks, seeds, acorns and plant debris, and of noxious, uncultivated, or rank weeds, grasses, or undergrowth and remove the same as needed:
- h) Treating the lawn and landscaping with fertilizer, pesticides and any other chemicals or similar treatments on a regular basis so that the lawn persists in a uniform, healthy, green and living condition, free of weeds and insects; and
- i) Watering the lawn and landscaping thereon as necessary, but in compliance with any prevailing codes, ordinances or water restrictions imposed by any governmental agency or body, to keep such lawn and landscaping in a green, healthy and living condition.
- 6) All clippings, plant material, plant debris and waste resulting from any lawn and landscaping maintenance performed shall be removed and properly disposed of at or around the time the lawn and landscaping maintenance is performed.

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No commercial vehicle shall be parked on the Property except if such commercial vehicle is parked or stored entirely within and fully enclosed by a garage on a Lot or as otherwise permitted in the Governing Documents.

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Pickup trucks with payload capacities of one (1) ton or less with covers or one low-profile cargo boxes used primarily for personal transportation and not otherwise meeting the definition of a commercial vehicle are not commercial vehicles. By way of example, and not limitation, a pickup truck with a ¾ ton payload capacity with a low-profile cargo box displaying signage would constitute a commercial vehicle and cannot be parked on the Property unless parked and fully enclosed in the garage of a home; however, if the signage on the vehicle is removed, the pickup truck would not be a commercial vehicle and may be parked on the Property like any other passenger car.

U WITNESS WHEREOF, we have $l = \frac{v/b " l, lt : .(."7/)}{O}$, 2019.	have hereunto set our hands and seals tmsc:?7 day of
WITNESSES:	
By: Gabyje 1 Experic Syfon North (By: Mysold Wordd)	Hammock Preserve Coriununity Owners Association, Inc.
STATE OF FLORIDA) COUNTY OF OSCEOLA)	
<u>f/ t,lrlLSd-c"</u> as President of Oak Hamr	BED before me this 1!_Z day of <u>n.U?r?</u> , 2019, by , en mock Preserve Community Owners Asso ·ation, Inc., produced, as identification, Notary Public My Commission Expires: <u>tl-d/lhe'</u> , _/ 2 2/
By: Gospies Puparz By: Mesta Decolit	as Secretary of Oak Hammock Preserve Community Owners Association, Inc.
STA ,{0F FLORIDA)	

COUNTY OF OSCEOLA)		
	BED before me this <u>Cf17</u> day <u>o nt');zf.</u> , 2019, by fammock Preserve Community Owners Assistion, Inc.,	u,i°,S
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//# \ CWIDETTE MALDONADO ••:A;•= MY COMMISSION I GG 148529 ••: \$\frac{1}{2} \frac{1}{2} \frac{1}	Notary Public My Commission Expires: Uchober 6 2021	